

**REQUEST FOR PROPOSAL
TO SELECT A QUALIFIED PROPOSER TO PROVIDE LEAD-BASED PAINT
HAZARD INSPECTIONS AND RELATED SERVICES FOR THE PARISH OF
JEFFERSON RESIDENTIAL AND COMMERCIAL REHABILITATION PROJECTS**



RFP No.: **0414**

Proposal Receipt Date: **November 30, 2020**

Proposal Receipt Time: **4:30 P.M.**

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054

(504)364-2678

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PART II. ATTACHMENTS

The following documents should be submitted with the Proposal:

Attachment "A" Insurance Requirements
 Attachment "B" Pricing Schedule
 Certification regarding Debarment
 Anti-Lobbying Certification
 Minority Business Inquiry/Characteristic Form
 RFP Signature Page
 Corporate Resolution
 Request for Proposal Affidavit Instructions
 Request for Proposal Affidavit

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1.1 Background –

Jefferson Parish seeks to engage a qualified proposer to assist the Parish of Jefferson, through its Department of Community Development, with lead-based paint hazard inspection and related services, on an as-needed basis for programs funded by the U.S. Department of Housing and Urban Development.

The Department of Community Development has been awarded a grant to provide lead abatement and remediation. As part of the program requirements, eligible units built prior to 1978 must be inspected for lead paint hazards and reduction and control measures. Currently, the Parish of Jefferson is seeking proposals from licensed lead-based paint risk assessors/managers to assist with this work. Work will include the following: conducting XRF-based lead-based paint risk assessments; preparing scope of work for lead hazard reduction/abatement; soil sampling; clearance testing; and management and abatement plan writing, as applicable. The properties to be tested will include scattered sites, which primarily consists of single family owned/occupied homes and some multi-family units. In all aspects of work—whether risk assessment or planning and design--firms shall follow HUD 24 CFR Part 35 Subpart J and all applicable state and local Lead Paint Regulations. Proposals are encouraged from Section 3, SBE, MBE and WBE individuals and firms.

The successful Proposer will be responsible for determining the number of samples needed for collection, which will be based on the condition of each property. Packaging and shipment of samples must be coordinated between the laboratory and the proposer. Supplies needed from the laboratory are: pre-printed UPS shipping documents and bags, skirted centrifuge tubes, Chain of Custody forms, individually packaged dust wipes, powderless latex gloves, 1 LeadSmart 100-1 Commercial Kit (containing the supplies needed for 100 samples), all as needed. A laboratory selected by the Proposer will be responsible for the assessment, testing and clearance of paint chips, dust wipes and soil samples sent by the proposer.

1.2 Purpose

This Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified Proposers **to provide lead-based paint hazard inspections and related services** in Jefferson Parish, and other services across a broad range of projects and programs managed and contributed to by JPDCD. By submitting a proposal, proposer agrees to comply with all provisions of Louisiana law as well as to comply with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the "Parish")

standard terms and conditions as adopted by Jefferson Parish Council Resolution. Jefferson Parish does not obligate itself to contract for more than the actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds

1.3 Goals and Objectives

The Parish of Jefferson desires to obtain a two (2) year contract for lead-based paint hazard inspections, risk assessments, and lead supervision in pre-1978 HUD assisted units. This is a competitive process open to all. The Department of Community Development desires to obtain a firm that is familiar with the federal regulations, Parish laws, Parish ordinances and departmental processes to demonstrate specific knowledge of and experience **to provide lead-based paint hazard inspections, risk assessments, and related services** in Jefferson Parish from the holding of public meetings to completion of the project for the Department of Community Development.

1.4 Proposer Minimum Requirements

In addition to providing the above services, the successful vendor will also be required to:

A. Hold and maintain current Lead Inspection, Risk Assessor and Lead Supervisor certifications from the Environmental Protection Agency and/or Department of Environmental Quality. The licenses must be current and maintained throughout the contract period. Copies of all certificates required must be included in proposal submission. Lead Supervisor will be responsible for overseeing remediation Contractor work and be able to perform all abatement activities that may be performed by abatement workers.

B. Have at least five (5) years of demonstrable experience in inspections, risk assessment, specification writing and supervision of HUD-assisted units in the State of Louisiana in accordance with HUD Chapter Seven, Lead Based Paint Guidance:

1. Experience in inspections other than lead-based paint hazard control projects.
2. Experience in the planning, design and monitoring of lead-based paint hazard control projects.
3. Experience in collecting environmental samples and interpreting test results, and in collection and analysis of lead samples, such as dust wipes, soil, paint chips, and wear samples in housing environments.
4. Experience in environmental report writing, and an ability to outline a lead hazard control strategy with an order of priorities and recommend methodologies.
5. Proponent must generate inspection reports, risk assessments reports, specification/work write ups and certificates of clearance; must attend bid conferences; must consult with Community Development; must collect and have analyzed certain samples; and must conduct on-site quality assurance inspections on work in progress, and other provided for herein. Sample inspection and risk assessment reports must be included in proposal submission.

C. Respond to questions from the governmental entity's staff via telephone or email, as needed, regarding HUD, State and Parish related matters.

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past three years). Contact person(s), addresses and telephone numbers for each reference shall be included. References must also include verification of experience and ability to meet project deadlines/timelines.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP Posted online Central Bidding	10/28/2020	At least 30 days prior to the last day that proposals will be accepted
2. Pre-Proposal Conference (if required)	Not Required	10-14 days after RFP mailed
3. Deadline to receive written inquiries	11/20/2020	4:30 P.M.
4. Proposal Receipt Date and Time	11/30/2020	4:30 P.M.
5. RFP Evaluation Committee Meeting		TBD
Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally proposers may check for meeting information posted on the Jefferson Parish website.		
6. Council Selection via resolution		To be scheduled
7. Contract Ratification via resolution		To be scheduled

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: TO PROVIDE LEAD-BASED PAINT HAZARD INSPECTIONS AND RELATED SERVICES FOR THE PARISH OF JEFFERSON RESIDENTIAL AND COMMERCIAL REHABILITATION PROJECTS
- Proposal No. RFP0414
- Proposal Receipt Date and Time: NOVEMBER 30, 2020 AT 4:30 PM.

Beginning November 1, 2020, Jefferson Parish will no longer accept manual submissions. The submissions will only be accepted electronically via the Parish's e-Procurement system, Central Bidding. Central Bidding can be accessed by visiting either www.centrauctionhouse.com or www.jeffparishbids.net. All vendor will be required to register with Central Bidding. Jefferson Parish vendors are able to register for free by accessing the following link(s): <http://www.centrauctionhouse.com/registration.php> Or <http://www.centrauctionhouse.com/SignUp>.

Phone: (504) 364-2682

Buyer E-Mail: sduffy@jeffparish.net

Buyer: Ms. Sidney Duffy, Buyer II

Proposer is solely responsible for the timely submission of its proposal. Late proposals will not be accepted.

PROPOSALS SHALL NOT BE OPENED PUBLICLY. Cost proposals (Price Schedules) shall be submitted in separate, sealed envelopes and shall remain sealed until the RFP Evaluation Committee meeting. PRICES SHALL NOT BE READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.7 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to

perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a Statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be included with the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project by including a narrative that includes the proposer's understanding of the purpose of the various aspects of this project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities, and a discussion of previous experience with providing lead-based paint hazard inspections and related management services and how lessons learned through those projects will be used in this project.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan and full implementation. This scheduled is to include implementation actions, timelines, responsible parties, etc. Please note that requests for services from the JPD CD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable.
- G. Financial Profile: Firms are requested to submit documentation from the past three (3) years demonstrating firm's financial stability. Documentation

may include audited financial Statements including balance sheets, income Statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals.

- H. Cost Proposal: Proposer's fees and other costs shall be submitted in a **separate envelope** on **Central Bidding** with proposal submission in accordance with section 1.3 above. This cost proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.8 Number of Response Copies –

Each Proposer shall submit one (1) signed original response, including mandatory affidavits (signed and properly notarized) in original format. PDF files are also acceptable. Cost proposals ***should not*** be included in the Technical submission.

The envelope for Cost Proposals will remain sealed on Central Bidding until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

1.9 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer's response shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.11 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than three full working days, 4:30pm, from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be e-mailed to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
Phone: (504)364-2682
Buyer Email: sduffy@jeffparish.net

1.13 Required Signed and Notarized Affidavits

Affidavits in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances are required with proposal submission. For the convenience of vendors, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*. **This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission. Failure to submit or properly execute the RFP Affidavit will result in**

the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.

***Pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances, shall be exempted from submitting the Sub-contractor Affidavit. As such, this section is NOT required to be completed in the Request for Proposal Affidavit. However, a list of all sub-contractors used in the performance of the pre-placed emergency contracts shall be submitted prior to payment on the contract.**

All persons or firms who are under contract which were awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

1.18 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, proposers shall submit changes or addenda in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or addenda shall be delivered prior to the RFP proposal receipt date and submitted in a sealed

envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

Any proposer that submitted a response for this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the proposer.

1.19 Cost of Offer Preparation

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with Proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

1.22(A) The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net.

1.22(B) Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics Statements, claims or controversies, and termination based on contingency of appropriation of funds.

1.22(C) It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for

a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana Parish Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of Parish and Parish taxes.

1.24 Selected Proposer's Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.26 Insurance Requirements

Proposer shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 113646 and Attachment "A". A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 113646. A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffParish.net.

1.28 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for ratification. Contract negotiations are limited by section 1.22(b) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP evaluation committee shall seek authorization from the Council to negotiate a contract with another proposer under that RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal receipt date if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all Proposer submissions will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the evaluation committee must review the RFP, concerning not only the task of description but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. After completion and tallying of the technical evaluation scores, each scoring evaluation committee member shall sign and date his individual score sheet. After the secretary of the evaluation committee collects all individual score sheets, the Purchasing Department and the requesting department shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department shall open the sealed pricing proposals, and shall read the pertinent portions of those pricing proposals aloud. To the extent necessary, the evaluation committee may further review and analyze the cost proposals and/or request and receive clarification of the pricing information provided by the proposers for submission to the Council. After discussion of all price proposals, the Finance Department shall calculate the cost evaluation portion of the scoring sheet, using the pricing proposals submitted by proposers and the formula below. The cost evaluation shall constitute twenty-five percent (25%) of the total points assigned, and will be based

upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost (Lowest Amount of Federal Funds Requested)

PC = Proposer's cost

X = 25% of the total number of points assigned.

After the Finance Department completes the cost evaluation scores, the Purchasing Department and the requesting department shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department, the Finance Department and the requesting department. The secretary of the evaluation committee shall collect all individual and tabulated score sheets and deliver them to the Parish Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified firms and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria.

In accordance with 2 CFR 200 *et seq.*, when a project will expend federal funds, the memorandum shall review and address the Independent Cost Estimate (ICE). The Independent Cost Estimate is the parish's own estimated cost/price of the proposed acquisition or assistance activity. The estimate (including work sheets) remains confidential between the Department and the Evaluation Committee. The parish may not provide this information to Proposers/Contractors until the procurement process is completed. In assessing competition and cost reasonableness, the memorandum shall indicate the bids or proposals that were within 20% above or below the ICE. Significant discrepancies between the ICE and the Offeror's proposal that has the highest score shall be documented in the memorandum.

A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible offers. Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the Parish of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net, for meeting details.

Upon completions of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the Statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the evaluation committee; except that the Council may select a proposer other than the highest-ranked proposer provided that

proposer selected has been given a cumulative score by the committee that is no more than ten percent (10%) lower than the cumulative score for the highest-ranked proposer, notwithstanding federal procurement rules to the contrary.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

1.32 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions Stated herein.

1.33 Payment for Services

The proposer shall address and send the invoice to the **Jefferson Parish Community Development Department** pursuant to the payment terms negotiated in the agreement. Payments will be made by the **Jefferson Parish Community Development Department** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Finance Department**. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

Successful proposers submitting payment requests for services in connection with pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

1.34 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Parish; but said agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the manager) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.
- D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the

Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.37 Audit of Records

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The proposer shall maintain all records in relation to this proposed agreement at its location for a period of at least five (5) years from the expiration date, earlier termination of the contract, completion of the contract, or for a period stipulated by the governing Parish and Federal regulations, whichever is longer.

1.39 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of this agreement.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the proposer's proposal; and, 4) Resolution No. 113646 and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

In conformity with Section 1.6, substitution of personnel shall be ratified by the Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of this agreement.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 113646.

1.45 Claims or Controversies

Proposer, as evidenced by his signature, agrees that the agreement shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

1.46 Diversity and Income Requirements

Jefferson Parish Community Development Department, as the grantee of the allocated federal funds is committed to awarding a contract(s) to firm(s) that will provide high-quality services and that is dedicated to diversity and to containing costs. Jefferson Parish Community Development Department strongly encourages Proposers that are certified by the Parish of Louisiana or any other city or Parish, or the federal government, as minority- and/or woman- owned business enterprise (“M/WBEs”), as well as Proposers that are not yet certified, but have applied for certification, to submit responses to this RFP. Jefferson Parish Community Development Department also strongly encourages joint ventures of M/WBE firms with majority firms and M/WBE firms with other M/WBE firms.

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, Jefferson Parish Community Development Department is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, Parish and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. If applicable, the successful Proposer will be required to execute all mandatory Section 3 forms certifying and acknowledging compliance with Section 3 regulations upon contract execution.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or non-metropolitan county/parish where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Jefferson Parish is fully committed to using the funding through these programs to affirmatively further fair housing and to comply with all applicable federal, Parish and local regulations. Further, the successful Proposer shall adhere to Jefferson Parish Ordinance 25063 relating to fair housing.

1.47 HUD Compliance Requirements

As funding for this RFP is primarily through the United States Department of Housing and Urban Development, Respondents and their counsel should be familiar with the full range of federal compliance requirements. The following is a brief summary of certain aspects

of some of these compliance requirements. By submitting a proposal the Proposer acknowledges and agrees to be bound by the following:

1. Environmental Clearance. The Parish will perform an Environmental Review Record (ERR) pursuant to 24 CFR Part 58 following the execution and approval of the Project Development Agreement between the selected Respondent and the Parish. A successfully completed ERR will then require a 30 day public comment period prior to the Release of Funds. Prior to receipt of environmental clearance from the Parish, the sponsor may not commit any funds to, or undertake any physical or choice-limiting actions, including but limited to property acquisition, demolition, design and/or construction activities. Violations of this provision may result in the termination of the Project Development Agreement and recapture of any damages by the Parish.
2. Accessibility. Project will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973.
3. Davis-Bacon. Notwithstanding provisions to the contrary, commercial (not residential) construction projects over \$2,000.00 will be subject to Davis-Bacon wage and record-keeping requirements.
4. Lead Based Paint. HUD's lead based paint regulations at 24 CFR Part 35 will apply.
5. Section 3. HUD's Section 3 requirements apply. In general, Section 3 requires outreach, prior to awarding contracts and subcontracts, to construct a project under the Program. The Firm must conduct outreach to low-income individuals living in the area where the Project is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the Project. These requirements apply to any construction contract or subcontract in excess of \$100,000. For additional information concerning Section 3, see <http://www.hud.gov/offices/fheo/section3/section3.cfm>.
6. Debarment. The Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the Parish of Louisiana or the Federal Government (SAM.Gov), and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the Parish of Louisiana or the Federal Government.
7. Equal Employment Opportunity - All contracts require that the contractor comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require that the contractor comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United

States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers require that the contractor comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$100,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The services described herein apply as needed by JPDCD to all types of HUD eligible programs, including but not limited to infrastructure, economic development, housing, provision of public services, and resiliency. Not all programs may require each of the tasks and functions described herein.

The successful Proposer will provide all labor, tools, equipment and materials, necessary for providing lead-based paint inspections, laboratory testing (from the Parish pre-determined laboratory, if needed), preparation of paint hazards abatement specifications for bidding, construction monitoring of lead-based hazard waste removal and disposal services. Collection of paint chips, water samples and soil samples may be performed along with inspections. The successful Proposer will also ensure compliance with all Parish, state and federal laws regarding lead based paint abatement. Consulting and risk assessments, if applicable, in accordance with HUD regulations at 24 CFR 35 for HUD assisted properties in Jefferson and St. Charles Parishes and complete reports shall be developed in accordance with standards HUD and EPA procedures by specifically addressing the following:

1. Conduct lead-based paint hazard control activities as directed by the Department of Community Development in order to ensure compliance with all applicable federal, state and local laws.
2. Perform lead-based paint visual assessments on all pre-1978 property participating in the First Time Homebuyer Program as assigned.
3. Conduct an inspection/assessment for the evaluation of the HUD assisted properties that will be assisted by Community Development to determine whether lead-based paint hazards are present in the HUD assisted property, in accordance with acceptable standards for federal and /or HUD assisted unit lead levels. Collect environmental samples for testing and evaluation. Provide laboratory analysis of samples utilizing preapproved testing lab by the successful Proposer. A preapproved testing laboratory is accredited by the National Lead Laboratory Accreditation Program and/or the Louisiana Environmental Laboratory Accreditation Program. It will be incumbent upon the respondent to provide the name of testing lab if testing is not by the respondent's agency.
4. Complete risk assessment report documenting required owner and property information, inspection and testing methodology, summary of inspection results, including XRF testing raw data and laboratory analysis results, reports, summary of recommended lead-based paint hazard reduction and control options. Lead consulting services should provide lead safe options and alternative to ensure compliance with HUD guidelines as requested. Reports shall include comprehensive XRF inspection of all dwelling units, including individual areas, common areas, and exterior areas (soil samples to be included). The report shall clearly identify actionable locations and provide a detailed

scope of work for purposes of cost estimating/bidding. Reports shall include floor plans; notations of special circumstances, scope of work for lead-based paint hazard reduction and/or abatement; interim control measures, management and abatement plans, as applicable; lead-safe work practices, relocation and disclosure measures to be taken, waste disposal, and clearance testing.

5. Prepare lead-based paint hazard reduction work write-up (specifications for bidding, priced and un-priced) for each pre 1978 built unit participating in the housing programs testing positive for the presence of unacceptable levels of lead-based paint hazards.

6. Prepare and submit required reporting documentation to HUD, EPA (if required) and the Department of Health and Human Services (DHS) on all residences with lead-based paint hazards exceeding the minimum federally acceptable lead levels, if applicable.

7. Provide on-site project monitoring services for all lead-based paint reduction and control activities conducted within and around the property participating in the housing assistance programs. This includes certification and verification (obtain copies of current/valid certifications from contractors conducting lead-based paint hazard abatement and file appropriate notifications of disposal of hazardous waste material).

8. Notify the Department of Community Development of any potential regulatory or specifications violations that become evident through such monitoring activities.

9. Maintain a site-specific field log for all clearance activities. Entries will be made for every day that the monitoring activities take place and should contain sufficient notes to enable Community Development to understand.

10. Conduct surveys of work site and submit close-out reports to Community Development to include all applicable documents required by federal, state and local laws.

11. Every effort must be made to complete inspections, risk assessment, and write ups within one (1) week of Notice to proceed,

12. Proponent must be able to conduct Lead-based paint and/or HUD property standard inspections within 24 hours when deemed necessary.

13. Keep abreast of the latest Federal and State regulations, statutes, circulars, executive orders, policies, procedures and guidelines issued by the U.S. Department of Housing and Urban Development as it pertains to applicable lead-based paint inspections and provide technical assistance for compliance.

14. Attendance at meetings with Local, State, or Federal officials or agencies, as requested by the parish.

15. Special Projects - Coordinate and implement special HUD related projects as and when needed.

2.2 Period of Agreement

The term of contract(s) executed under this RFP will run retroactively from the date of Council ratification for a two (2) year period. The parties will have the option to exercise a renewal period of one (1) year.

If the scope of work as described in Section 2.1 of this RFP pertains to an emergency pre-placed contract, as defined in Section 2-917 of the Jefferson Parish Code of

Ordinances, and if Jefferson Parish has not entered into a new contract for the same scope of work prior to May 1st of the year in which this agreement is set to expire, then this contract shall be automatically extended until the end of the calendar year of the same year that this contract is set to expire.

2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted online in a separate notated envelope which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria Parish in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed. Proposers should reference Sections 1.31 and 3.1 for more information on scoring of proposals.

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in **Attachment "B"**. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

Proposal shall include breakdown of the total unit price for the following Services as per HUD guidelines:

- The cost of inspections/risk assessment per one housing unit. A housing unit is defined as main structures with all accessory buildings.
- The cost of the estimated number of environmental sample to be collected. The Risk Assessor will send all samples to the laboratory. However, it is desirable that the risk assessor submit an accurate estimate on the cost to be invoiced.
- The costs of all other services including the cost of collecting the samples and other field work and report writing should contain a unit price for each additional line item as well as for collection and analysis of additional dust and soil samples in case they are necessary.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

As federal funding is being used, the Successful Proposer must be willing to perform the require inspections in any area of Jefferson Parish without assistance from JPDCD personnel and participate in meetings to be held in the offices of JPDCD regarding the goals and deadlines that may be necessitated by this RFP.

2.6 Financial Profile

Firms are requested to submit documentation from the past 3 years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

2.7 Proposal Elements

Each proposer shall address how the firm will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

2.7(A) Technical

Each proposer shall address how the firm will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

1. Detail approach - method of communication with Jefferson Parish on all phases.
2. Task Assignments - provide what method will be used to collect, track and coordinate each assignment during the process.
3. Quality Control - method will be used to ensure that each phase is completed on time and that all aspects are being completed in accordance with federal guidelines.
4. Reporting - Method and contents of reports to be submitted to Community Development and frequency.
5. Equipment or Methods used to inspect property for lead-based paint. Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof. Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

2. 7(B) Qualifications and Experience

Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service

capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.

Resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project. Resumes of any and all subcontractors shall likewise be included.

1. Proposer must submit a Profile of individuals or firm's principals, staff and facilities to include:

- a. Legal name of the firm, mailing and e-mail address
- b. Name, title, telephone number and e-mail address of principal contact person
- c. Narrative summary or evidence of firm's capacity to perform services.
- d. Resumes of key employees to be assigned to the project.

2. Evidence of the firm's ability to perform the work to include:

- a. Problems applicable to lead based paint inspections and risk assessments.
- b. Knowledge and previous work experience of firm with the Community Development Block Grant, HOME and other HUD programs.
- c. Specialized experience and technical competence of the firm and its personnel in connection with type of services required for this project.
- d. Past performance record on similar contracts, with particular emphasis on time management, cost control, quality of work and ability to meet schedules.
- e. Estimate of time required from receipt of Notice to Proceed to execution of completed assessment work per residence.
- f.. List of services, projects or activities that would be sub-contracted.

3. List of specific services to be provided, but not limited to:

- a. Timeline of inspections
- b. List of other competing contracts that may affect timing of services to the Parish
- c. Attach Certifications for Risk Assessor, Paint Inspector, Paint Supervisor assigned to this project.

4. Current financial statement. See Section 2.6 of this RFP. Include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

5. Three references which should state the nature of the relationship to the respondent and the name, telephone number, fax number and address of the person at the reference who is most familiar with the work performed.

6. Proposer's experience in meeting schedules on similar projects; specific project task descriptions and associated outcomes/deliverables; and each project task should have an associated timeframe for the activity.

PART III EVALUATION

3.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The Proposer selected by Jefferson Parish is expected to negotiate and enter into a Proposer's Agreement with Jefferson Parish which will set forth the responsibilities of the respective parties and applicable time frames for accomplishing key objectives.

The proposed evaluation criteria shall measure how well a proposer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1) TECHNICAL PROPOSAL (Maximum of 75 Points)

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:

A. Scope of Services

Previous lead based paint inspections and lead risk assessment, site monitoring, successful accomplishments of similar task/projects, professional training, experience and certifications 20 Points

B. Specific Experience

Similar or larger scope of services currently being provided, personnel experience of management staff, service capabilities amount of staff available full-time, part-time or temporary employees etc. 20 Points

C. Personnel- experience of management staff in HUD programs and administration of technical assistance

10 Points

D. References

10 Points

E. Responsiveness to the RFP

5 Points

F. Certified or applied for certification as minority and/or woman owned business enterprise (M/WBEs)

5 Points

G. Financial Profile of Company

5 Points

2) **COST PROPOSAL (Maximum of 25 Points)**

The proposer with the lowest cost shall receive the highest cost evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost (i.e., Lowest amount of federal funds requested) of all Proposers

PC = Proposer's cost

X = 25% of the total number of points assigned

TOTAL MAXIMUM POINTS FOR THIS RFP

100 Points

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

- **Proposer's timely submission of reports**
- **Proposer's submission of accurate and itemized invoices**
- **Proposer's adherence to project schedule/meet completion date**
- **Proposer's ability to provide key personnel with knowledge and technical expertise**

4.2 Performance Measurement/Evaluation

- **Did the proposer finish ahead of schedule?**
- **Did the proposer respond to Parish correspondence in a timely manner?**
- **Were complaints/problems resolved in a reasonable and cooperative manner?**
- **Was the proposer reasonable and responsive to Parish needs?**
- **Was the final product usable for the purpose intended?**
- **Were changes in key personnel made? How often? With or without notice?**

ATTACHMENT "A"

STANDARD INSURANCE REQUIREMENTS - RFP

All required insurance under this proposal shall conform to Jefferson Parish Resolution No. 113646, as applicable. Successful proposers may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the RFP. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the RFP's due date. Any changes to the insurance requirements will be reflected in the RFP and addenda. Prior to contract execution and at all times thereafter during the term of such contract, successful proposers must provide and continuously maintain all coverages as required by the foregoing Resolution, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

✓ WORKER'S COMPENSATION INSURANCE

As required by Louisiana Parish Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the Parish Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then proposers must request a workmen's compensation insurance declaration affidavit prior to the RFP opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the proposal submission.

✓ COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

✓ COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if proposers do not/will not utilize company vehicles for the project or do not possess company vehicles. Proposer must request an automobile insurance declaration affidavit prior to the RFP opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the proposal submission.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the successful proposer.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the RFP. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements

Attachment B

Price Schedule

	<u>Description</u>	<u>Price per Unit</u>
	Conduct Lead Paint Inspections utilizing the X-Ray Fluorescence Lead paint analyzer to determine if lead-based paint is present in a house, dwelling and residential building including common areas and exterior surfaces and if present, which building components contain lead-based paint. A Lead Inspection Report must be included in this bid price.	
	Conduct Housing Quality Standard (HQS) or Uniform Physical Condition Standards (UPCS) utilizing inspection form provided by the Department of Community Development	
	Preparation of Lead Based Paint Risk Assessments detailing the lead hazards and the method to eliminate those hazards	
	Collection of Dust Wipes Samples to be sent to a Parish approved contractor pre- selected or Approved contractor.	
	Collection of Water Samples to be sent to a Parish approved contractor pre-selected or approved Contractor.	
	Collection of Paint chips for analysis per HUD Guidelines	
	Postage Preparation of written specifications to render house lead safe, including scope of work to be performed in a bid format necessary materials, labor, time and cost estimates of the same. Written scope should also include detail line items for maintaining a lead safe work site at all times. This item to include proposer attending bid lettings (pre-bid conferences) NOTE: No interim controls methods are acceptable.	
	Hourly rate consultation services to provide lead safe options and alternatives to ensure compliance with HUD and EPA guidelines. Time will be utilized with one (1) hour minimum and then in % or .50 hours increments	

	Provide quality assurance site inspections on abatement work in progress, observation of lead contractor's work practices and to advise the Department of Community Development of those observations in writing when necessary.	
	Conduct a final lead abatement clearance inspection, and provide a letter or certificate of clearance to appropriate authority (i.e. Jefferson Parish, St. Charles Parish and the City of Kenner) when achieved by contractor.	

Contractor Certification

Contractor's Name: _____

Certification Regarding Debarment, Suspension, and Other Responsibility Matters In Primary Covered Transactions

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
- c. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any of the offense enumerated in paragraph (1)(b) of this certification; and
- e. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

MINORITY BUSINESS INQUIRY/CHARACTERISTIC FORM

Small, Minority, Women-Owned and/or Section 3 Business Concern Representation

The bidder represents and certifies as part of its bid that it;

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

(d) ☐ is, ☐ is not a bonafide Section 3 Company. "Section 3 company," as used in this provision, means that it meets the following definition:

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, as defined by HUD, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this, prior to the award of contract.

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

Request for Proposals #0414

Project Description

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in **conducting an assessment of fair housing** in Jefferson Parish for the Jefferson Parish Department of Community Development.

Request for Proposals will be received until 4:30 p.m. Local Time on: November 30, 2020

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY
SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT
AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Request for Proposal Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, Parish and Parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.
- Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances

Instruction sheet may be omitted when submitting the affidavit

Request for Proposal

AFFIDAVIT

PARISH OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that he/she
is the fully authorized _____ of _____ (Entity), the party
who submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.